



Unaffiliated Technology Employees

Terms and Conditions of Employment July 1, 2019 through June 30, 2021

Approved by ISD 110 School Board 2.10.2020.

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INDEPENDENT SCHOOL DISTRICT NO. 110

Unaffiliated Technology Employees Terms and Conditions of Employment

ARTICLE I Purpose

Section 1. Purpose: The purpose of this general at-will agreement is to provide salary and benefits information for employees serving the School District in the following unaffiliated positions:

Applications Support Specialist
Mobile Web Technology Specialist
Network Specialist
Technology Support Specialist

Unaffiliated technology employees are non-exempt, hourly employees who are entitled to overtime. Overtime is owed for all hours worked in excess of forty (40) hours in a work week.

ARTICLE II Definitions

Section 1. School Board or School District: School Board or School District shall mean the School Board of Independent School District No. 110 or its designated agents.

Section 2. Employees: Employees shall mean persons holding the positions specified in Article I, section 1 of this agreement.

Section 3. Full-time Employees: Full-time employees are regularly scheduled to work the entire year, 12-months, for eight (8) hours per day.

Section 4. Part-time Employees: Part-time employees are regularly scheduled to work less than the entire year, 12-months, and/or less than eight (8) hours per day.

Section 5. Terms and Conditions of Employment: Terms and Conditions of Employment means the hours of employment, the compensation therefore including fringe benefits, and the School District's personnel policies affecting the working conditions of the employees.

Section 6. Prior Agreements: Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions herein, are hereby rescinded.

Section 7. Anniversary Date: The anniversary date for each employee will be July 1. Employees hired between July 1 and December 31 will be considered employed one year after the first July 1 following their employment date. Employees hired after January 1 will not be considered employed one year until after the second July 1 following their employment date.

ARTICLE III

Employee Duties and Responsibilities

Section 1. Basic Services: Employees shall faithfully perform the services prescribed by the School District, whether or not such services are specifically described in this document or in a general job description, in accordance with applicable state and federal laws and regulations, and abide by all rules, regulations and policies as established by the School District and the State Board of Education, and any additions or amendments thereto. The employee shall maintain a valid and appropriate license or certification, if a license or certification is required by the State of Minnesota or the School District.

Section 2. Duty Year: The duty year for employees is a determination by the School District based upon assignment of duties and responsibilities. The duty year for full-time employees shall be for the entire year, 12-months.

ARTICLE IV

Holidays, Vacation and Personal Leave

Section 1. Holidays: Full-time employees shall be entitled to twelve (12) paid holidays per year as designated by the School District. The designated holidays are: New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Good Friday or Monday after Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year’s Eve Day. When a holiday occurs on a Saturday, the preceding Friday will be observed. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on a day when school is in session, an alternate holiday will be designated by the School District.

A part-time employee shall earn paid holidays in a prorated amount proportional to his/her employment rounded to the nearest full day. A part-time employee’s specific holidays will be determined by mutual consent between the employee and his/her immediate supervisor.

Section 2. Vacation: Unless otherwise specified at the time of hire, full-time employees shall earn vacation leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Days Earned</u>
Years 1 through 4	10 days
Years 5 through 10	15 days
Years 11 and above	20 days

A part-time employee shall earn vacation time in a prorated amount proportional to his/her employment.

Vacation leave is credited to employees as of July 1, but is earned over the course of the fiscal year. An employee terminating employment during the fiscal year shall receive payment for any vacation time earned but not used. Any employee who terminates employment during the fiscal year who has used more vacation than earned will have the amount of time overused deducted from their final paycheck.

Vacation leave must be used by December 31 of the year subsequent to when it was credited. Vacation leave may be taken with the approval of the employee's supervisor.

Section 3. Personal Leave: Full-time employees shall earn personal leave according to the following schedule:

<u>Years of Service</u>	<u>Personal Leave</u>
0-3 years	2 days
4+ years	3 days

A part-time employee shall earn personal leave in a prorated amount proportional to his/her employment.

Personal leave is credited to employees as of July 1. Personal leave is non-accumulative and must be used in the year in which it was credited. Personal leave may be taken with the approval of the employee's supervisor.

No later than July 10, the School District shall provide each employee with notice of their total amount of unused personal leave days accrued that year. Upon notice to the district's Human Resources Department on or before July 20, full-time employees will be eligible to elect reimbursement for unused personal leave days as a cash payment at the rate of \$85.00 per day. A part-time employee will be eligible to elect reimbursement for unused personal leave in a prorated amount proportional to his/her employment. If an employee elects reimbursement for unused personal leave days as a cash payment under this section, then his/her total unused personal leave will be reduced in accordance with such election. Any reimbursement for unused personal leave paid pursuant to this section will be included on an employee's July 31 direct deposit.

ARTICLE V

Leaves

Section 1. Sick Leave: Full-time employees shall earn fifteen (15) days of sick leave each year, which shall be accumulated to a maximum of one-hundred-twenty (120) days. A part-time employee shall earn sick leave in a prorated amount proportional to his/her employment.

Section 2. Religious Leave: Employees shall be granted one (1) day of religious leave each year with no loss of pay upon verification to the Superintendent, or his/her designee, that such time is necessary for religious observances. Additional religious leave with pay may be granted at the discretion of the Superintendent, or his/her designee.

Section 3. Bereavement Leave: Employees may be granted bereavement leave because of absence due to a death. The specific amount of time granted will be at the discretion of the Superintendent. Any leave time granted will be deducted from an employee's sick leave.

Section 4. Jury Duty Leave: Employees called upon to serve as a juror in a federal or state court shall be granted a leave of absence by the Board for that purpose and for those days the employee is required to be in court. The employee shall receive all pay and other benefits that would have accrued had he/she been working during the period of absence for jury duty. The employee shall remit any compensation received for jury duty to the School District, less any

mileage expenses paid by the court.

Section 5. Emergency Leave: Employees may be granted emergency leave at the discretion of the Superintendent. Any leave time granted will be deducted from an employee's sick leave.

Section 6. Family and Medical Leave Act: Family and medical leaves will be administered in accordance with the provisions of the Family and Medical Leave Act (Public Law 103-3; Enacted February 5, 1993) and Minnesota law.

Section 7. Medical Leave: Employees who are unable to perform their duties because of illness or disability and have exhausted all sick leave available or have become eligible for long-term disability compensation and have not been suspended or placed on leave of absence pursuant to Minnesota Statute section 125.12, subd. 7, shall, upon request, be granted a medical leave of absence for up to one (1) year in duration without pay. The School District may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

When on a medical leave of absence, an employee is eligible to participate in the School District's group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. If a leave is granted under the Family and Medical Leave Act (Public Law 103-3; Enacted February 5, 1993), the School District will continue to provide health insurance benefits during the Family and Medical Leave Act period on the same terms as if the employee had continued to work.

Section 8. Childcare/Adoption Leave: Child care/adoption leave shall be granted to employees in accordance with the current agreement between the School District and the Waconia Education Association.

Section 9. Military Leave: Employees shall be granted military leave pursuant to applicable law.

Section 10. Professional Leave: An employee may be granted leave to attend conferences, workshops, seminars or other functions that are related to such employee's position and which, in the judgment of the Superintendent, or his/her designee, would benefit the School District. The duration of any approved professional leave shall be at the discretion of the Superintendent, or his/her designee.

Section 11. Workers' Compensation: An employee receiving compensation pursuant to the Workers' Compensation law may elect to use sick leave in order to make up the difference between the workers' compensation payments and the employee's regular rate of pay. In no event shall the additional amount paid to the employee through the use of sick leave result in the payment of total daily, weekly, or monthly compensation in excess of such employee's regular rate of pay.

ARTICLE VI
School Closings

Section 1. School Closings: When the School District is closed due to inclement weather conditions, emergencies, or other unforeseen events, employees shall not report to work unless directed to do so by the School District. Employees will be paid for their regular daily work hours and will not be required to make-up the first two (2) school closings as called by the School District in a given school year. If the School District schedules a make-up day for a third or subsequent school closing day, then employees will work the rescheduled day without additional pay. If a school closing occurs during an employee's paid absence (i.e., vacation, personal or sick leave), then the employee will be paid for their regular daily work hours and the applicable leave will be reversed and returned to the employee's accrued leave balance. If a school closing occurs during an employee's unpaid absence, then the employee will not receive school closing pay.

In the event that school starts late due to inclement weather conditions, emergencies, or other unforeseen events, employees will be paid for their regularly scheduled work day if they report to duty as directed by the School District. When school is released after arrival time, employees may leave as directed by the School District and will be paid for their regularly scheduled work day. Routine duties necessary to the daily operation of the school will be performed by employees prior to departure.

ARTICLE VII
Wellness Bonus

Section 1. Wellness Bonus: After employed one year with the School District, as defined in the Anniversary Date section of this agreement, full-time employees will receive an annual wellness bonus as follows if:

	<u>Annual Wellness Bonus</u>
No more than eight (8) hours of sick leave used:	\$300.00
No more than sixteen (16) hours of sick leave used:	\$200.00
No more than twenty-four (24) hours of sick leave used:	\$100.00

Employees may apply unused vacation and/or personal days for sick leave days used during the year to qualify for the wellness bonus. Wellness bonuses earned at the end of a fiscal year will be paid on the July 31 pay date of the new fiscal year. Approved bereavement leave will not be considered an absence for the purposes of this section.

Part-time personnel shall receive a prorated wellness bonus based on the percentage of full-time hours worked.

ARTICLE VIII
Insurance

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Health and Hospitalization Insurance: The School District shall contribute a monthly amount, not to exceed the amounts listed below, towards the cost of the premium for the current medical/hospitalization plan for each full-time employee who qualifies for and is enrolled in the district's medical/hospitalization plan. The cost of the premium not contributed by the School District shall be paid by the employee via payroll deduction.

School District Monthly Contribution for Full-time Employees	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
Single	\$681.23	\$713.28	\$767.13
Single + 1	\$986.00	\$1,060.59	\$1,185.91
Family	\$1,234.50	\$1,324.94	\$1,476.88

A part-time employee scheduled to work twenty (20) hours per week or more shall receive a district contribution towards health insurance in a prorated amount proportional to his/her employment.

Section 3. Dental Insurance: Employees working twenty (20) hours or more per week are eligible to participate in the School District's dental insurance program. Employees may use any dollar amounts not used for health insurance coverage for payment of their dental insurance.

Section 4. Long-Term Disability Insurance: The School District shall provide a long-term disability plan for full-time and part-time employees.

Section 5. Life Insurance: The School District shall provide a \$50,000 term life insurance policy for full-time employees.

Section 6. Duration of Insurance Contribution: Employees are eligible for district contributions as provided in this Article as long as they are employed by the School District. Upon termination of employment, all district contribution shall cease. If an employee retires from the School District, he/she shall be eligible to remain in the School District's group health, hospitalization, and dental plans at his/her own cost until reaching the age of Medicare eligibility.

Section 7. Claims Against the School District: The eligibility of employees or their dependents or beneficiaries, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this Article. It is understood that the School District's only obligation is to purchase the insurance policies described herein and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

ARTICLE IX
Performance Evaluation

Section 1. Performance Evaluation. Employees shall receive a minimum of one (1) performance evaluation by their direct supervisor each year. The supervisor will provide a copy of the written evaluation to the employee during the performance evaluation meeting. The written evaluation will be placed in the employee's personnel file.

ARTICLE X
Deferred Compensation

Section 1. Introduction. The purpose of the Career Transition Trust (hereinafter called PLAN) is to encourage employees to develop a financial plan for their future by providing money for investment during the course of employment with the School District. The PLAN will require participation by the employee coupled with a matching contribution from the School District.

Section 2. Defined Contribution Plan.

District Matching Benefits:

<u>Years of Service</u>	<u>District Matching Contribution</u>
0-3 years	No District Match
4-10 years	\$500 Match
11-15 years	\$850 Match
16-20 years	\$1,200 Match
21-25 years	\$1,500 Match
26+ years	\$1,800 Match

Lifetime Maximum School District Contribution \$20,000

Employees working twenty (20) hours or more per week (minimum of 688 hours per year) shall be eligible for a pro rata share of the School District's matching contribution.

Section 3. Administration of PLAN:

Subd. 1. Benefits Cannot Be Accumulated. The School District contribution will begin when the employee initiates an eligible investment program at an amount not to exceed the benefit schedule set out in Section two (2) above. An employee may elect to contribute to the selected program more than the School District match. The PLAN only defines the limits of the School District's participation in the selected program. The School District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

Subd. 2. Definition – Years of Service. Years of service shall mean years of accumulated full-time equivalent service in Independent School District Number 110. Years of service shall be measured as of July 1 of each year.

Subd. 3. Plan Year. The annual year for the School District contributions shall be July 1 through June 30. Changes in School District matching amounts, based on years of service, shall occur on July 1 of each year. Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the School District will begin matching contributions.

Subd. 4. District Contribution. When an employee has an eligible plan in effect, the District matching shall be automatic unless the employee requests otherwise.

Subd. 5. Compliance with Law. The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

ARTICLE XI Compensation

Section 1. Initial Salary: The salary for an employee assuming a position in the unaffiliated technology group will be established through compliance with pay equity/comparable worth ratings, applicable rates of pay, and upon the recommendation of the Superintendent and the approval of the School Board.

Section 2. Rates of Pay: An employee's hourly wage shall be as shown in Appendix A of this agreement for the applicable position. It is understood and agreed that the hourly wage amounts listed in Appendix A supersede any other hourly wage previously in effect. Employees are paid on the fifteenth day of each month and the last day of each month. If the fifteenth or the last day of the month occurs on a Saturday, Sunday or holiday, the payday will be the preceding work day. There are anywhere from one to sixteen work days per pay period depending upon the month and the employment start date.

Section 3. Mileage: Unaffiliated technology employees shall receive mileage reimbursement for district travel as established by School Board policy.

APPENDIX A

**Unaffiliated Technology Employees
Wage Rates for 2019-2020 and 2020-2021**

2019-2020 (July 1, 2019- January 31, 2020)	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Applications Support Specialist	14	\$20.23	\$20.94	\$21.66	\$22.36	\$23.07	\$23.79	\$24.50	\$25.20	\$25.94	\$26.64	\$27.75
Mobile Web Technology Specialist	14	\$20.23	\$20.94	\$21.66	\$22.36	\$23.07	\$23.79	\$24.50	\$25.20	\$25.94	\$26.64	\$27.75
Technology Support Specialist	14	\$20.23	\$20.94	\$21.66	\$22.36	\$23.07	\$23.79	\$24.50	\$25.20	\$25.94	\$26.64	\$27.75
Network Specialist	15	\$20.90	\$21.67	\$22.42	\$23.21	\$23.98	\$24.72	\$25.51	\$26.28	\$27.06	\$27.81	\$29.00
2019-2020 (February 1, 2020-June 30, 2020)	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Applications Support Specialist	14	\$20.33	\$21.04	\$21.77	\$22.47	\$23.19	\$23.91	\$24.62	\$25.33	\$26.07	\$26.77	\$27.96
Mobile Web Technology Specialist	14	\$20.33	\$21.04	\$21.77	\$22.47	\$23.19	\$23.91	\$24.62	\$25.33	\$26.07	\$26.77	\$27.96
Technology Support Specialist	14	\$20.33	\$21.04	\$21.77	\$22.47	\$23.19	\$23.91	\$24.62	\$25.33	\$26.07	\$26.77	\$27.96
Network Specialist	15	\$21.00	\$21.78	\$22.53	\$23.33	\$24.10	\$24.84	\$25.64	\$26.41	\$27.20	\$27.95	\$29.22

2020-2021	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Applications Support Specialist	14	\$20.43	\$21.15	\$21.88	\$22.58	\$23.31	\$24.03	\$24.74	\$25.46	\$26.20	\$26.90	\$28.10
Mobile Web Technology Specialist	14	\$20.43	\$21.15	\$21.88	\$22.58	\$23.31	\$24.03	\$24.74	\$25.46	\$26.20	\$26.90	\$28.10
Technology Support Specialist	14	\$20.43	\$21.15	\$21.88	\$22.58	\$23.31	\$24.03	\$24.74	\$25.46	\$26.20	\$26.90	\$28.10
Network Specialist	15	\$21.11	\$21.89	\$22.64	\$23.45	\$24.22	\$24.96	\$25.77	\$26.54	\$27.34	\$28.09	\$29.37

Eligible employees will advance one (1) step on February 1, 2020 for the 2019-2020 year and one (1) step on July 1, 2020 for the 2020-2021 year.